

STANDARD TERMS & CONDITIONS, JANUARY 1, 2025

These Terms and Conditions shall be construed, interpreted and enforced under the laws of the State of California, without regard to the conflict of law rules thereof. Venue of any suit brought under these Terms and Conditions, either directly or indirectly, shall be Contra Costa County, California.

ACCEPTANCE

Norix reserves the right to refuse an order, in whole or part, when the type or quantity of goods or credit worthiness of the customer is not satisfactory. Possession of this price list does not constitute a right to purchase Norix products. Prices, terms and conditions of sale are subject to change without notice. All sales will be made at prices prevailing at the time of order. If shipment is delayed at customer request, prices at time of shipment will prevail. A complete order is defined as having no missing information and issued by a bona fide business or facility with good credit.

ACKNOWLEDGMENTS

All orders are manufactured and shipped according to the acknowledgment and its terms and conditions. It is the customer's responsibility to check for and document any discrepancies on the acknowledgment and to notify Norix immediately in writing.

ADA COMPLIANT



Products with this icon meet the Americans with Disabilities Act Accessibility Guidelines as published by the Department of Justice on December 21, 1992 under Proposed Rules for Courthouses (Sections 11) and Detention and Correctional Facilities (Section 12).

CANCELLATION & CHARGES

Cancellations and change orders are subject to Norix approval. A cancellation or change order charge will apply if any cost for material or labor has been incurred prior to notification from the customer. A minimum restocking charge of 25% will apply.

SURCHARGES

A surcharge may be applied on all furniture orders based on market conditions.

STORAGE & HANDLING

All orders are acknowledged with an estimated ship date. Failure to accept delivery of an order based on the estimated ship date will subject your order to warehouse storage and handling charges. Norix will assess storage and handling charges per month if a customer does not accept shipment within 5 days from the acknowledged ship date.

CREDIT & PAYMENT TERMS

For governmental agencies, terms are Net 30 days from invoice ship date. Credit privileges are evaluated on a case by case basis for all other customers. All international sales will require full payment prior to shipment. Past due accounts will be subject to a finance charge of 1.75% per month (prorated at 21% per annum or legal limit) which will be added to the unpaid balance of invoice not paid within 30 days. We accept Visa and MasterCard, fees may apply.

INSPECTION

It is the customer's responsibility and obligation to implement a procedure to conduct regular and timely inspections and maintenance of all Norix products to assure that unsafe conditions do not evolve or exist. Further, it is the customer's responsibility to remove unsafe or defective products from service immediately, including any situations where abuse is suspected or determined to be a potential problem.

RETURNED GOODS

Returns will be allowed for unused products in original packaging only after a Return Good Authorization has been requested by the customer and approved by Norix. Return Goods Authorization requested should be directed to a Norix Customer Service Representative. Custom manufactured products and/or products stored or handled improperly by the customer are not eligible for return. Customer is responsible for all freight charges associated with the order and a minimum 25% restocking charge. After receiving and inspecting the returned goods Norix will issue a product credit to be used by the customer towards future purchases.

LIMITED WARRANTY

Norix warrants, to its original purchaser, all of its products to be free from defects in workmanship and materials for specified periods of time (depending on product) following date of shipment, under normal use and service. Norix makes no other warranty, express or implied, to its customers or any users of the goods, including without limitation any implied warranty of merchantability of the goods or the fitness of the goods for a particular purpose. Norix liability shall be limited to repair or replacement of any defect of work or material for products shipped after January 1, 2025 within the specified warranty period, at the sole discretion of Norix. Norix shall not be liable for consequential or incidental damage arising from any product defect.

All warranty claims must be submitted in writing to Norix' Customer Service department, listing the date of purchase, original invoice number and description of defect(s).

The warranty does not cover:

- Normal wear and tear.
- Product failure due to abuse, misuse, negligence, accident, assembly or installation.
- Alteration or modification of the product in any way.
- Natural variations in color, grain or texture.
- Finishes, fabrics, foam and filling materials.
- Customer Owned Material (COM).
- Freight damage.

Wood is a natural material, with variations in color, grain and texture. Finish colors will vary from product to product and lot to lot. Due to these naturally occurring variations, exact matches to samples or other furniture items ordered at different times cannot be guaranteed. Due to the natural variations of wood materials, some aesthetic differences should be expected when combining laminate tops with natural wood edges and wood veneer surfaces.

Products made using proprietary TruGrain™ aesthetic provides authentic texture and gradation that replicates natural wood. Avoid excessive abrasive scrubbing. Variations in color and finish vary from product to product and lot to lot, just like natural wood. Due to differences in monitors, printers and materials, actual product colors may vary.

Certain molded dining tables require bolt-down or ballasting to validate warranty. Please refer to spec pages for details.

Norix warranties upholstery fabrics against defects and color fading, when cared for according to the specified cleaning and maintenance guidelines, for a period of 3 years. COM is exempt and Norix reserves the option to repair or replace. Because upholstered furniture is made of soft, flexible materials designed for comfort, normal wrinkles and puckers may be present.

Limited warranty does not cover shrinkage, picks, wearing, wrinkling, fading, or pilling. This warranty is not valid where there is evidence of heavy soiling or abuse. Because upholstered furniture is made of soft, flexible materials designed for comfort, normal wrinkles and puckers may be present, particularly in the area where the seat intersects with the seat back.

NORIX FREIGHT INFORMATION

FREIGHT

All shipments are F.O.B. West Chicago IL 60185, unless otherwise specified. Standard delivery is on a dock-to-dock basis utilizing a 53' semi-trailer. Unless arranged for in advanced and included as part of a formal Norix price quote, special requests such as "Lift Gate Trucks", "Exact Day Delivery", will incur additional charges. Special requests, such as those listed above must appear on customer's purchase order. Special delivery requests received after the order is acknowledged will be considered a change order. "Exact Time Delivery" is not available. Deliveries required to be received in less than 53' semi-trailers will incur additional charges and must be requested in advance of shipment. Partial shipments at the customers request will result in additional freight charges. Norix will not in any event be liable to any customer for special, incidental or consequential damages due to late delivery or non-delivery of goods for any reason.

FREIGHT DAMAGE (VISIBLE)

To receive claims consideration, the consignee must inspect the freight for damage and record the specifics of that damage on the bill of lading or delivery receipt. Under National Motor Freight Classification (NMFC) rules, the consignee does not have the right to open and inspect all of the shipping containers prior to signing for the freight. However, if the condition of the shipping package is such that there is good reason to suspect damage, the consignee has the right and should perform an inspection. It is the responsibility of the receiver of the shipment to inspect for item damage within 15 days of receipt of the shipment and report immediately any discrepancies to Norix Customer Service. Norix will not in any event be liable to any customer for special, incidental or consequential damages due to late delivery or non-delivery of goods for any reason.

FREIGHT DAMAGE (CONCEALED)

When damage is discovered after delivery, it should be reported to Norix immediately. The freight and shipping container should be retained until a disposition is given. It is the responsibility of the receiver of the shipment to inspect for item damage within 5 business days of receipt of the shipment and report immediately any discrepancies to Norix customer service.

*These goods are sold by Norix for institutional use only and not as consumer products. The design characteristics of these products are not intended to replace or substitute the need for necessary supervision or other necessary protective measures to protect those who may be at risk. Norix warrants the goods to be free from defects in materials and workmanship in normal use and service. It is the customer's responsibility to ensure that products purchased from Norix and installed are suitable for the environment in which they are installed. Norix does not warrant the fitness for use or merchantability of this product. The suitability of this product for any particular purpose is for buyer, in their sole judgment, to determine. Norix is not liable for consequential damages.

FREIGHT (REFUSAL)

Customer is liable for all freight charges when refusing to accept delivery of product under terms of acknowledged shipping schedule.

FREIGHT (SHORTAGES)

The Bill of Lading lists the number of cartons, sleeves (of stack chairs) or skids you should expect to receive on each shipment. Any discrepancies must be noted on the delivery receipt. A Packing List is included with every shipment. It is the responsibility of the receiver of the shipment to inspect for item shortages within 15 days of receipt of the shipment and report immediately any discrepancies to Norix customer service.

FORCE MAJEURE

Norix shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or any other labor difficulty, act of God, act of any governmental authority or of Customer, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources, or failure of suppliers to meet their contractual obligations, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, Norix reserves the right to extend the date of delivery or time for completion by a period of time reasonably necessary to overcome the effect of such delay, to allocate any available supply of goods in a manner it deems reasonable, or to cancel any purchase order.



Norix's products are presented in this simple, easy to use Price List. Your Norix Representative will be pleased to assist you in the selection of our products. Norix Representatives are located in most major market centers throughout the United States and Canada. For the name of your nearest representative, please call our corporate office, **1-800-234-4900** or **1-630-231-1331**